

## We Like THE LADIES China Silks

To come to our store—whether they come to buy or not. We always try to have something new to interest them. Just now it is

And the best values ever shown.

125 pieces of figured China Silks, 24 inches wide, black and colored ground. Handsome terms. Well worth 75c; now.....

50c Yard

100 pieces figured China Silks, 26 inches wide. Exclusive designs. Goods that ordinarily sell for \$1 a yard; now.....

69c Yard

We want our "out of town" patrons to take advantage of this offer also. If you cannot come, send for samples.

L. S. Ayres & Co.

STYLES 16 and 18

In case you give us a call, when you are looking for a PIANO, ask to be shown style 16 or 18

## FISCHER

MUSICIANS, as well as teachers of high standing, are using the

FISCHER PIANO

and speak of it in the highest terms. We carry a full line in the different woods, and they are beautiful.

D. H. BALDWIN & CO.,

Nos. 95 & 97 North Pennsylvania St.

## FOR DECORATION

TEACHERS. PUPILS.

COMPLETE LINE OF CHINA In all the newest shapes.

115-piece Dinner Set, in old English blue, for \$16.87.

103-piece Dinner Set, \$9.47.

SEE THEM IN THE WINDOW THIS WEEK

Also, see our Chamber Sets, in blues and pinks, and all the newest colors.

AND THE PRICES ARE RIGHT.

They will interest you as well as the goods.

EASTMAN, SCHLEICHER & LEE

ART EMPORIUM.

Telephone 500.

All this week exhibit of new

Water Colors

—BY—

R. B. GRUELLE,

Free

THE H. LIEBER COMPANY,

33 South Meridian St.

LEMON TONIC  
SAXATIVE  
CURES CONSTIPATION  
AND ALL ITS BAD RESULTS  
50 CENTS. ALL DRUGGISTS.

PENSION DAY EVILS.

Little Incidents Noted by the Union Soldiers' League Committee.

A meeting of the Union Soldiers' League of Marion county will be held in Grand Army Hall this evening. During the past week this organization showed its usefulness in protecting pensioners against sharpshooters and keeping them out of the ditches. For two days two squads of five men each, under the direction of Major W. M. Cochran and Past Commander Noble, with police powers, assisted the police in protecting those men whose habits or weakness would have made them the easy victims of the sharpshooters and dive keepers. A number of men were rescued and sent home. The names of several were found who so waste their money that, before another payday, efforts will be made to have guardians appointed to draw their pensions and devote the money to their support. One case was found where a man drawing a large pension first pays his board bill for three months and then spends the rest in debauchery, leaving his wife and children in a state of destitution. He was found in a barrel house on West Washington street in a beastly state of intoxication. Inquiry will be made to see if there is not a law which will reach dive keepers who get such men drunk on their premises and keep them there.

The case of a poor widow came to the attention of the watchers. She has been the victim of a money-lending shark. She could not pay him all and gave him her check to return her \$20 and \$36. When he got it into his hands he offered to return her \$6. She refused to take it and made complaint at Grand Army headquarters. Major Cochran and his associates Noble and Boaz took the matter up and frightened the shark so that he returned the check. The woman was absolutely poor, being almost barefooted. The committee believe in the payment of all pensions by check sent to the address of the pensioner. It is work of this sort that the Union Veterans League has undertaken and the men who have taken it up are in earnest and those who take the advantage of veterans or their widows who are poor will be likely to hear from this body of men whose number will soon be a thousand at least.

The Hoosier Schoolmaster. That old, but ever interesting story, "The Hoosier Schoolmaster," by Edward Eggleston, has been dramatized, and will be played by a company of pupils selected from among those studying civil government at Indianapolis High School No. 1. The scenery to be used in the production is now being made especially for the purpose. Great attention has been given to details. Night performances will be given in High School Hall on May 17 and a matinee on May 18. The price of admission has been fixed at 25 cents, and the profits will be devoted to founding a library for the civil government department.

New Hat Rocks at Wm. L. Elder's.

## POINTS FOR DEFENSE

Several Counts in the Bank Case Indictments Weakened.

Teller Robinson Under Cross-Examination by Mr. Winter—Some Drafts That Were Paid.

The cross-examination of Mr. Robinson in the bank case was continued all day yesterday. It was taken up by count by count in regular order and in a systematic manner to show that the bank paid out no money on the paper of the cabinet company. The defense on these counts will be that the cabinet company paid the surplus of the paper on its branches which the branches were not able to pay themselves. They will show that drafts given in renewal of former drafts were usually for smaller amounts than the first drafts and the surplus was made up by the branch concerns out of the profits of the business. The examination of Teller Robinson by Mr. Winter developed the fact that the government had not sustained its case in one or two points.

At the present rate of the cross-examination Mr. Robinson will be under the fire of counsel for the defense for about three days longer. After that time the re-direct examination by the government will begin and will probably consume a day or more.

REPLACING THE MONEY.  
Judge Baker Rules on This Feature of the Evidence.

The court convened promptly at 9 o'clock, with Mr. Robinson still on the stand, under cross-examination by Mr. Winter. The first question asked was a request from Mr. Winter that the witness turn to the account of the cabinet company with the bank on Feb. 28, 1893, and tell the condition of the account on that day. The witness said on that day the account of the cabinet company was overdrawn \$3,212.19. He was then asked to state the condition of the account on July 13, 1893, and said the company had a credit balance of \$34.15. Mr. Winter then asked if this did not show a reduction of \$3,246.34 in the indebtedness, exclusive of the notes put in. Mr. Burke objected to the question on the grounds that it was asking for the opinion of the witness. Judge Baker overruled the objection, however, saying that the witness was testifying as an expert, and had shown that he knew more about bookkeeping and banking than the court or the jury. The witness said the books did show such a reduction. The cross-examination was then taken up at the point where it had been dropped at the time of the adjournment Saturday afternoon. Just prior to the adjournment the witness had testified to the aggregate amount of deposits between March 1 and July 13, 1893. The witness yesterday morning took up the checks drawn during this time and gave their amounts by months, as follows: March, \$54,331.32; April, \$53,885.71; May, \$59,452.24; June, \$60,471.89; July, \$62,445.44. Making a total of \$280,687.60 during the period amounting to \$322,106.08. The witness was then asked to go through the checks and state which had been given by the cabinet company to the bank to take up notes and returned drafts. After the computation had been made, he said the total amount of these checks was \$128,141. In addition to the checks, he said, there were also a number of checks for interest amounts payable to the bank for interest charges on the paper of the cabinet company. He was then asked to give the amount of deposits from July 12 to the date of the suspension of the bank. The deposits amounted to \$3,471.63, and the checks for the same period were \$5,173.41. Mr. Winter then directed his attention to count No. 2 of the indictment. This count charges the misappropriation of \$2,500 on Feb. 20, 1893, which was the date of a London draft for that amount.

Mr. Winter was tracing the course of this draft through its steps of forwarding and collection for the purpose of showing that no money was lost to the bank in this transaction. Mr. Burke objected to this line of cross-examination. He said he had shown the amount of this draft and credit received upon it by the cabinet company under the count charging misappropriation of the funds of the bank. He thought the evidence sought by the cross-examination was legitimate defense, it should be in by the defense under direct examination. Judge Baker overruled the objection, however. He said: "It certainly makes a difference whatever was done with the money or whether it was afterwards repaid or not. In the first instance the money was misappropriated and with the intent to defraud the association. The offense would then have been complete in itself and the fact that the money was subsequently paid back would not purge of the crime. But it is proper to show, and I have been allowing this somewhat lengthy and tedious cross-examination upon the question of intent. It is not for me to say how much weight the subsequent refunding of the money should have as going to prove that the original intent had not been to defraud the association."

Judge Baker—You have introduced evidence upon which, if not rebutted, you are entitled to ask the jury to find a willful misappropriation of the funds of the bank with intent to defraud the association. The cross-examination of the defense has a right, not only to repel your facts but introduce other and new facts to explain the facts. The witness traced the draft till it was found that the amount of it had been subsequently repaid to the bank. The cross-examination was then directed to count No. 3, which charges the misappropriation of \$2,500 on Dec. 21, 1892. On that date of that amount by the London branch was deposited in the bank to the credit of the cabinet company and Chicago cash draft for the amount issued to the cabinet company. The same process of tracing this draft was gone through with, and it was shown that the money was not repaid.

The cross-examination was then directed to count No. 4, which charges the misappropriation of \$2,500 on May 20, 1893, on which date that amount was checked out by the cabinet company. It was shown that the total deposits on that day and a few days following were \$3,241.10, which reduced the overdraft to a little over \$800. Then count No. 5, which charges the misappropriation of \$7,000 on Dec. 12, 1892, was taken up. It was shown that on that date there was deposited by the cabinet company paper on its customers amounting to \$33,221, and two days later a London draft for \$4,131. This draft was traced as that of the former ones had been, and it was shown to have traversed the same circle and was finally paid to the bank. The money drawn out on that day \$2,875 was for the pay roll of the company.

DEFENSE GAINS A FEW POINTS.  
It Weakens the Government's Case on Several Counts.

Upon the convening of the court for the afternoon session Mr. Winter called the attention of Mr. Robinson to the London draft for \$8,625, which is the foundation for count No. 2. In the morning session Mr. Robinson had failed to find any entry, failing to show the subsequent payment of this draft. During the noon session Mr. Winter had made an examination concerning this draft, and by the examination of the witness succeeded in showing that this draft had been paid. Mr. Winter then directed his attention to count No. 6, which charges the misappropriation of \$4,131 on Jan. 10, 1893. Mr. Robinson said on that day a Chicago draft for that amount had been purchased and a London draft for the same amount was deposited. In answer to questions by Mr. Winter, it was then shown that the bank had two drafts amounting to \$4,276.50, dated in October, 1892, which became due on Jan. 15, and the draft of Jan. 10 was to take up these two drafts. 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